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Attorneys for Plaintiff GEORGE WEST

SUPERIOR COURT OF THE STATE OF CALIFORNIA**IN AND FOR THE COUNTY OF LOS ANGELES**GEORGE WEST, on behalf of the State of
California, as a private attorney general,

Plaintiff,

v.

SILVERCAR, INC., a corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No: 20TRCV00869

~~PROPOSED~~ JUDGMENT

Date: April 20, 2022

Time: 8:30 a.m.

Reservation ID: 377295476955

Dept.: M

Judge: Hon. Deirdre Hill

The Court, having read and considered all matters related to the Stipulation of Settlement of PAGA Claims and Release of PAGA Claims ("Settlement Agreement") entered in between Plaintiff George West ("Plaintiff") and Defendant SILVERCAR, INC. ("Defendant") (collectively, the "Parties"), and having issued an Order Granting Plaintiff's Motion to Approve PAGA Settlement (the "Motion"), dated May 13, 2022, Judgment is entered as follows:

1. In granting Plaintiff's Motion, the Court hereby approves the settlement as set forth in the Settlement Agreement which is attached hereto as **Exhibit "A"** and incorporated herein by reference. All Capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The Court finds and determines that the terms of the Settlement Agreement are fair, reasonable and adequate to the California Labor and Workforce Development Agency ("LWDA")

FILED
Superior Court of California
County of Los Angeles

08/11/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Rivera Deputy

1 and the Aggrieved Employees and directs the Parties to effectuate the Settlement Agreement
2 according to its terms.

3 3. The Court finds and determines that the Settlement Agreement was reached as a result
4 of informed and non-collusive, arm's length and good faith negotiations, facilitated by a neutral
5 mediator. The Court further finds that Plaintiff's counsel at the JCL Law Firm ("JCL") and
6 Blumenthal, Nordrehaug, Bhomik & De Blouw, LLP ("BNBD") (collectively "Plaintiff's Counsel")
7 conducted extensive investigation, research, and discovery to reasonably evaluate the magnitude of
8 Plaintiff's claims. The Court also finds that the Settlement Agreement will enable the Parties to avoid
9 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to
10 continue to litigate the case.

11 4. The Court hereby approves the Total Settlement Amount of \$125,000.00, in exchange,
12 for the conditions, promises and release as set forth in the Settlement Agreement. The Court finds
13 the Settlement Amount is fair and reasonable in light of the nature and magnitude of the claims being
14 settled and the various potential impediments to recovery. The Settlement Amount provides the
15 LWDA and members of the Aggrieved Employees with valuable consideration.

16 5. The Court hereby awards Plaintiff's Counsel Award in the amount of \$56,666.66,
17 comprised of \$41,666.66 for attorneys' fees (one-third of the Total Settlement Amount) and up to
18 \$15,000 for reimbursement of actually incurred litigation expenses.

19 6. The Court finds and determines that the fees and expenses in administering the
20 Settlement Agreement by ILYM Group, Inc., in the amount of \$3,350.50, are fair and reasonable.
21 The Court hereby orders the Settlement Administrator to make this payment in accordance with the
22 terms of the Settlement Agreement.

23 7. The Court hereby approves the LWDA Payment in the amount of \$48,550.00, which
24 is seventy-five percent (75%) of the Net Settlement Amount. The Court finds that this LWDA
25 Payment is fair and reasonable in light of the nature and magnitude of the claims being settled and
26 the various potential impediments to recovery. Further, the Court finds that the LWDA Payment
27 provides the LWDA with valuable consideration. The Court hereby orders the Settlement
28 Administrator to make this payment in accordance with the terms of the Settlement Agreement.

1 8. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence and
2 arguments submitted by Plaintiff's Counsel, the Court hereby approves the Aggrieved Employee
3 payment in the amount of \$16,183.34, which is 25% of the Net Settlement Amount, to be allocated
4 among and distributed to the Aggrieved Employees pursuant to the terms of the Settlement
5 Agreement. The Court hereby orders the Settlement Administrator to make these payments in
6 accordance with the terms of the Settlement Agreement.

7 9. Pursuant to the terms of the Settlement Agreement: As of the Funding Date, in
8 exchange for the consideration set forth in the Settlement Agreement, the Plaintiff, the Aggrieved
9 Employees, the LWDA and the State of California release the Released Parties from any and all
10 claims for civil penalties under PAGA, arising during the PAGA Period, based on the facts alleged
11 by Plaintiff in the operative complaint at the time of approval and Plaintiff's notice letter to the
12 LWDA dated July 31, 2020, including, but not limited to, Labor Code sections 201, 202, 203, 204,
13 210, 226(a), 226.3, 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802 and the
14 applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA,
15 which occurred during the PAGA Period.

16 10. Without affecting the finality of this order or entry of judgment in any way, the Court
17 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
18 effectuation, and enforcement of this order and the Settlement Agreement.

19 11. The Court finds and determines the Plaintiff's Counsel complied with Labor Code
20 Section 2699(1)(2) by providing the LWDA with a copy of the Settlement Agreement on September
21 25, 2020.

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1 12. Plaintiff's Counsel is ordered to give the LWDA a copy of this final judgment of this
2 matter within ten (10) days after the Court's entry of the same.

3
4 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
5 **ENTERED ACCORDINGLY.**



Deirdre Hill

8 Dated: 08/11/2022

Deirdre Hill / Judge

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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ATTORNEYS FOR DEFENDANT

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

GEORGE WEST, in his representative
capacity on behalf of the State of California
and fellow Aggrieved Employees,

PLAINTIFFS,

vs.

SILVERCAR, INC; a corporation, and
DOES 1 through 50, Inclusive;

DEFENDANTS.

Case No. 20TRCV00869

[Action Filed 11/23/2020]

**STIPULATION OF SETTLEMENT OF
PAGA CLAIMS AND RELEASE OF
PAGA CLAIMS**

Judge: Hon. Dierdre Hill
Dept.: M

1 This Stipulation of Settlement of PAGA Claims and Release of PAGA Claims is entered into
2 by and between Plaintiff GEORGE WEST (hereinafter "Plaintiff"), in his representative capacity on
3 behalf of the State of California and fellow Aggrieved Employees and Defendant SILVERCAR,
4 INC., (hereinafter "Defendant"):

5 **I. DEFINITIONS**

- 6 A. "Action" shall mean the following *George West v. Silvercar, Inc.*, Los Angeles
7 Superior Court, Case No. 20TRCV00869, filed November 23, 2020.
8
- 9 B. "Aggrieved Employees" shall mean all current and former non-exempt employees
10 employed by Defendant in California during the PAGA Period.
11
- 12 C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
13 PAGA Action and Release of PAGA Claims.
14
- 15 D. "Employee Data" means information regarding the Aggrieved Employees that
16 Defendant will in good faith compile from its records and provide to the Settlement
17 Administrator. It shall be formatted in the manner requested by the Settlement
18 Administrator and shall include sufficient information to effectuate this settlement,
19 including but not limited to: each Aggrieved Employee's full name; last known
20 address; Social Security Number; and the number of Pay Periods worked during the
21 PAGA Period.
22
- 23 E. "Court" means the Superior Court for the State of California, County of Los Angeles
24 presiding over the Action.
25
- 26 F. "Defendant" shall mean Silvercar, Inc.
27
28

1 G. "Effective Date" means the earliest date, following entry by the Court of an order and
2 judgment finally approving this Settlement, upon which one of the following have
3 occurred: (i) if no objection is filed to the settlement and no objector appears at the
4 hearing on final approval, ten (10) calendar days after the Court's entry of the order
5 granting approval of this Settlement, (ii) if an objection is filed to the settlement
6 and/or an objector appears at the approval hearing, then the earlier of the following:
7 (a) the expiration of all potential appeal periods without a filing of a notice of appeal
8 of the final approval order or judgment finally approving this Settlement; (b) final
9 affirmance of the approval order and judgment by an appellate court as a result of any
10 appeal(s), or (c) final dismissal or denial of all such appeals (including any petition
11 for review, rehearing, certiorari, etc.) such that the final approval order and judgment
12 finally approving this Settlement is no longer subject to further judicial review.
13

14
15 H. "LWDA" means the California Labor and Workforce Development Agency.
16

17 I. "Funding Date" shall mean ten (10) calendar days after the Effective Date and is the
18 date Defendant transfers the Total Settlement Amount into the QSF in accord with
19 the terms of this Agreement.
20

21 J. "Net Settlement Amount" or "NSA" means the amount remaining from the Total
22 Settlement Amount deducting the Settlement Administration Cost and the Plaintiff's
23 Counsel Award. The NSA shall be used to satisfy allocated satisfy the PAGA
24 Representative's claims for civil penalties arising under PAGA asserted on behalf of
25 the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA
26 shall be allocated to the Aggrieved Employees ("Aggrieved Employee Payment") and
27 distributed based on the pro rata number of Pay Periods worked by each Aggrieved
28

1 Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be
2 paid to the LWDA (“LWDA Payment”).

3
4 K. “Notice of PAGA Settlement” means the notice to be provided to the Aggrieved
5 Employees by the Settlement Administrator in the form set forth as Exhibit A to this
6 Agreement.

7
8 L. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
9 Labor Code § 2698 *et seq.*

10
11 M. “PAGA Payment Ratio” means the respective Pay Periods worked during the PAGA
12 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
13 Aggrieved Employees during the PAGA Period.

14
15 N. “PAGA Period” means the period between July 31, 2019 and October 20, 2021.

16
17 O. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
18 Plaintiff or Defendant, individually.

19
20 P. “Pay Period” for purposes of calculating the distribution of the Aggrieved Employee
21 Payment, as defined herein, means any biweekly period in which Aggrieved
22 Employees received wages during his/her employment with Defendant during the
23 PAGA Period.

24
25 Q. “Plaintiff” or “PAGA Representative” shall mean GEORGE WEST.

26
27 R. “Plaintiff’s Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
28 (“JCL”) and Blumenthal, Nordrehaug, Bhowmik, De Blouw LLP (“BNBD”).

1 S. "Plaintiff's Counsel Award" means the award of attorneys' fees and reimbursement
2 of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for
3 the services they have rendered to Plaintiff, the State of California and the Aggrieved
4 Employees consisting of attorneys' fees not to exceed one-third of the Total
5 Settlement Amount *plus* actually incurred litigation costs up to \$15,000.00 as
6 documented by Plaintiff Counsel's billing records. Plaintiff Counsel's application for
7 the Plaintiff's Counsel Award is subject to Court approval, and a reduction in
8 attorneys' fees, costs, awarded by the Court is not a basis for Plaintiff to void, rescind,
9 or terminate this Agreement.
10

11
12 T. "QSF" means the Qualified Settlement Fund established, designated and maintained
13 by the Settlement Administrator to fund the Total Settlement Amount.
14

15 U. "Released PAGA Claims" mean any and all claims for civil penalties under PAGA,
16 arising during the PAGA Period, based on the facts alleged by Plaintiff in the
17 operative complaint at the time of approval and Plaintiff's notice letter to the LWDA
18 dated July 31, 2020, including, but not limited to, Labor Code sections 201, 202, 203,
19 204, 210, 226(a), 226.3, 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
20 2802 and the applicable IWC Wage Orders, and any resulting claim for attorneys'
21 fees and costs under PAGA, which occurred during the PAGA Period.
22

23 V. "Released Parties" shall mean Defendant and its former, present and future owners,
24 parents, and subsidiaries, and all of their current, former, and future officers, directors,
25 members, managers, employees, shareholders, successors and assigns.
26

27 W. "Settlement" means the disposition of the Action pursuant to this Agreement.
28

1 X. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
2 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
3 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
4 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
5 of the Total Settlement Amount is deposited for the purpose of resolving the claims
6 in the Action on behalf of the LWDA and the Aggrieved Employees. The Settlement
7 Administrator shall maintain the funds until distribution in an account(s) segregated
8 from the assets of Defendant and any person related to Defendant. *All accrued*
9 *interest shall be paid and distributed to the Aggrieved Employees as part of their*
10 *respective share of the Aggrieved Employee Payment.*

11
12
13 Y. "Settlement Administration Costs" means the amount be paid for the costs of
14 administration of the Settlement from the Total Settlement Amount not to exceed
15 \$3,600.00.

16
17 Z. "Total Settlement Amount" means One Hundred Twenty-Five Thousand Dollars
18 (\$125,000.00) that Defendant must pay into the QSF in connection with this
19 Settlement, inclusive of the Aggrieved Employee Payment, LWDA Payment,
20 Plaintiff's Counsel Award and the Settlement Administration Costs.

21
22 **II. RECITALS**

23
24 A. On July 31, 2020, Plaintiff filed a Notice of Violations with the Labor and Workforce
25 Development Agency (LWDA) and served the same on Defendant.

26
27 B. On November 23, 2020, Plaintiff filed the Action against Defendant alleging a single
28 cause of action for violations of PAGA for, *inter alia*, the following:

1. Failure to provide complaint meal and rest periods;
2. Failure to pay all minimum, regular and overtime wages;
3. Failure to pay the correct rate of overtime pay;
4. Failure to reimburse for required business expenses;
5. Failure to maintain true and accurate records; and
6. Failure to provide accurate itemized wages statements.

C. On October 20, 2021, the Parties participated in mediation presided over by Gig Kyriacou, Esq., a well-respected wage and hour PAGA action mediator. The mediation concluded with a settlement based on a Mediator's proposal which was memorialized in the form of a Memorandum of Understanding.

D. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

1 **III. TERMS OF AGREEMENT**

2

3 A. Settlement Consideration and Settlement Payments by Defendant.

4 1. Settlement Consideration. In full and complete settlement of the Action, and

5 in exchange for the releases set forth below, Defendant and the Released

6 Parties will pay the Total Settlement Amount of One Hundred Twenty-Five

7 Thousand Dollars (\$125,000.00). The Parties agree that this is a non-

8 reversionary Settlement and that no portion of the Total Settlement Amount

9 shall revert to Defendant. The Total Settlement Amount is exclusive of and

10 separate from any individual settlement by and between Defendant and

11 Plaintiff intended to resolve Plaintiff's individual claims. Except as provided

12 for in Section III(A)(2) and pursuant to any individual settlement with

13 Plaintiff, Defendant shall not be required to pay more or less than the Total

14 Settlement Amount.

15

16

17 2. Number of Aggrieved Employees and Pay Periods. At the time of mediation,

18 Defendant estimated that there were 70 Aggrieved Employees that

19 collectively worked approximately 1,500 Pay Periods ("Projected Pay

20 Periods") during the PAGA Period. In regard hereto, Defendant will provide

21 a declaration under penalty of perjury confirming the number of Aggrieved

22 Employees and Pay Periods they worked during the PAGA Period at the time

23 Plaintiff files the motion for approval of this Settlement. If, at the time of

24 Defendant's declaration, the actual number of Pay Periods exceeds the

25 Projected Pay Periods by more than 10% (i.e., greater than 1,650), Defendant

26

27

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1 shall have the option to increase the Total Settlement Amount proportionally
2 with each added Pay Period over 1,650 at a rate of \$83.33 per Pay Period.

3
4 3. Settlement Payment. Defendant shall pay, via wire transfer, the Total
5 Settlement Amount to the Settlement Administrator on the Funding Date:

6
7 B. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
8 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
9 California release the Released Parties from the PAGA Released Claims for the PAGA
10 Period.

11
12 C. Conditions Precedent: This Settlement will become final and effective only upon (1)
13 the Court entering an order approving the Settlement, and (2) Defendant fully funds
14 the Total Settlement Amount.

15
16 D. Nullification of Settlement Agreement. If this Settlement Agreement is not approved
17 by the Court, fails to become effective, or is reversed, withdrawn, or in any way
18 prevents or prohibits Defendant from obtaining a complete resolution of the Released
19 PAGA Claims, or if Defendant fails to fully fund the Total Settlement Amount:

20
21 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
22 and shall not be admissible in any judicial, administrative or arbitral
23 proceeding for any purpose or with respect to any issue, substantive or
24 procedural; and

25
26 2. None of the Parties to this Settlement will be deemed to have waived any
27 claims, objections, defenses or arguments in the Action.

1 E. Tax Liability. The Parties make no representations as to the tax treatment or legal
2 effect of the payments called for in this Agreement. The Aggrieved Employees are
3 not relying on any statement or representation by the Parties in this regard. Aggrieved
4 Employees understand and agree that they will be responsible for the payment of any
5 taxes and penalties assessed on their respective share of the Aggrieved Employee
6 Payments and will be solely responsible for any penalties or other obligations resulting
7 from their personal tax reporting of the Aggrieved Employees Payments.
8

9
10 F. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
11 the “acknowledging party” and each Party to this Agreement other than the
12 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
13 of this Agreement, and no written communication or disclosure between or among the
14 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
15 such communication or disclosure constitute or be construed or be relied upon as, tax
16 advice within the meaning of United States Treasury Department circular 230 (31 CFR
17 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
18 her or its own, independent legal and tax counsel for advice (including tax advice) in
19 connection with this Agreement, (b) has not entered into this Agreement based upon
20 the recommendation of any other Party or any attorney or advisor to any other Party,
21 and (c) is not entitled to rely upon any communication or disclosure by any attorney
22 or adviser to any other party to avoid any tax penalty that may be imposed on the
23 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
24 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
25 strategies (regardless of whether such limitation is legally binding) upon disclosure by
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1 the acknowledging party of the tax treatment or tax structure of any transaction,
2 including any transaction contemplated by this Agreement.

3
4 G. Settlement Administrator. The Settlement Administrator shall be responsible for:
5 establishing and administering the QSF; calculating, processing and mailing payments
6 to Plaintiff's Counsel, LWDA and Aggrieved Employees; printing and mailing the
7 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;
8 receiving and reporting the objections and requests for exclusion; calculating, and
9 distributing tax forms for the Aggrieved Employee Payments; providing declaration(s)
10 as necessary in support of approval of this Settlement; and other tasks as the Parties
11 mutually agree or the Court orders the Settlement Administrator to perform. The
12 Settlement Administrator shall keep the Parties timely apprised of the performance of
13 all Settlement Administrator responsibilities.

14
15
16 H. Employee Data. No later than five (5) calendar days after the Effective Date,
17 Defendant shall provide the Settlement Administrator with the Employee Data. The
18 Settlement Administrator shall maintain the Employee Data as private and
19 confidential except to carry out its duties to administer the Settlement. In no event
20 will this information ever be shared with or provided to Plaintiff or Plaintiff's Counsel
21 unless necessary to ensure Plaintiff's Counsel's ability to fulfill any obligations
22 associated with this Settlement.

23
24 I. Funding and Allocation of the Total Settlement Amount. Defendant is required to pay
25 the Total Settlement Amount on or before the Funding Date.
26
27
28

- 1 1. Calculation of Individual Payments to the Aggrieved Employees. Using the
2 Employee Data, the Settlement Administrator shall add up the total number of
3 Pay Periods for all Aggrieved Employees during the PAGA Period. The
4 respective Pay Periods for each Aggrieved Employee will be divided by the
5 total Pay Periods for all Aggrieved Employees, resulting in the “PAGA
6 Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s
7 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
8 Payment to calculate each Aggrieved Employee’s estimated share of the
9 Aggrieved Employee Payment.
10
- 11 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
12 individual Aggrieved Employee Payments shall be allocated and treated 100%
13 as penalties and interest. The individual Aggrieved Employee Payments shall
14 not be subject to wage withholdings and shall be reported on IRS Form 1099s.
15
- 16 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
17 Payments made to the Aggrieved Employees under this Settlement
18 Agreement, as well as any other payments made pursuant to this Settlement
19 Agreement, will not be utilized to calculate any additional benefits under any
20 benefit plans to which any Aggrieved Employee may be eligible, including,
21 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
22 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
23 benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement
24 will not affect any rights, contributions, or amounts to which any Aggrieved
25 Employee may be entitled under any benefit plans.
26
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1 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by
2 regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing
3 address no later than fifteen (15) calendar days after the Funding Date.

4
5 5. Expiration. Any checks issued the Aggrieved Employees shall remain valid
6 and negotiable for one hundred and eighty (180) days from the date of their
7 issuance. If an Aggrieved Employee does not cash his or her settlement check
8 within 90 days, the Settlement Administrator will send a letter to such persons,
9 advising that the check will expire after the 180th day, and invite that
10 Aggrieved Employee to request reissuance in the event the check was
11 destroyed, lost or misplaced. In the event an individual Aggrieved Employee
12 Payment check has not been cashed within one hundred and eighty (180) days,
13 all funds represented by such uncashed checks, plus any interest accrued
14 thereon, shall be transmitted to the Controller of the State of California to be
15 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
16 *et seq.*, in the names and corresponding amounts associated with each
17 Aggrieved Employee whose check(s) are cancelled.

18
19
20 6. LWDA Payment. The Settlement Administrator shall transmit the LWDA
21 Payment to the LWDA as one lump sum payment, if by check, certified mail
22 return receipt requested to Plaintiff's Counsel, within five (5) calendar days
23 of the Funding Date.

24
25 7. Plaintiff's Counsel Award. Defendant understands a motion by Plaintiff's
26 Counsel for attorneys' fees not to exceed one-third of the Total Settlement
27 Amount currently estimated to be Forty-One Thousand Six Hundred Sixty-
28

1 Six Dollars and Sixty-Six Cents (\$41,666.66) plus costs and expenses
2 supported by declaration not to exceed Fifteen Thousand Dollars
3 (\$15,000.00), from the Total Settlement Amount will be filed. Any portion of
4 the requested Plaintiff's Counsel Award that is not awarded to Plaintiff's
5 Counsel shall be part of the Net Settlement Amount and shall be distributed
6 to the LWDA and the Aggrieved Employees as provided in this Agreement.
7 The Settlement Administrator shall distribute and pay the Plaintiff's Counsel
8 Award to Plaintiff's Counsel from the Total Settlement Amount no later than
9 five (5) calendar days after the Funding Date. Plaintiff's Counsel shall be
10 solely and legally responsible to pay all applicable taxes on the payment made
11 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
12 Form 1099 — MISC to Plaintiff's Counsel for the payments made pursuant
13 to this paragraph. In the event that the Court reduces or does not approve the
14 requested Plaintiff's Counsel Award, Plaintiff and Plaintiff's Counsel shall
15 not have the right to revoke the Settlement, or to appeal such order, and the
16 Settlement will remain binding.
17
18
19

20 8. Settlement Administration Costs. The Settlement Administrator shall be paid
21 for the costs of administration of the Settlement from the Total Settlement
22 Amount. The estimate of the Settlement Administration Costs is \$3,600.00.
23 The Settlement Administrator shall be paid the Settlement Administration
24 Costs no later than twenty-five (25) calendar days after the Funding Date.
25

26 J. Approval Motion. Plaintiff's Counsel and Plaintiffs shall use best efforts to file with
27 the Court a Motion for Settlement Approval and Entering Judgment Finally
28

1 Approving Settlement, within forty-five (45) days following the execution of this
2 Agreement.

3
4 K. Notice of Settlement to LWDA. In connection with the Motion for Settlement
5 Approval, Plaintiff's Counsel shall submit this Agreement to the LWDA pursuant to
6 California Labor Code section 2699(1)(2). Plaintiff's Counsel shall within ten (10)
7 days after the entry of the judgment or order approving this Settlement, submit the
8 order approving the Settlement to the LWDA pursuant to California Labor Code
9 section 2699(1)(3).

10
11 N. Review of Motion for Settlement Approval. Plaintiff's Counsel will provide an
12 opportunity for Counsel for Defendant to review the Motion for Settlement Approval,
13 including the Order Granting Approval of the Settlement, and Judgment Finally
14 Approving Settlement before filing with the Court. The Parties and their counsel will
15 cooperate with each other and use their best efforts to affect the Court's approval of
16 the Motion for Approval of the Settlement, and entry of Judgment.

17
18 O. Cooperation. The Parties and their counsel will cooperate with each other and use
19 their best efforts to implement the Settlement.

20
21 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
22 except such proceedings necessary to implement and complete the Settlement.

23
24 Q. Amendment or Modification. This Agreement may be amended or modified only by
25 a written instrument signed by counsel for all Parties or their successors-in-interest.
26
27
28

1 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
2 Agreement among these Parties, and no oral or written representations, warranties or
3 inducements have been made to any Party concerning this Agreement or its Exhibit
4 other than the representations, warranties and covenants contained and memorialized
5 in this Agreement and its Exhibit.
6

7 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
8 represent they are expressly authorized by the Parties whom they represent to negotiate
9 this Agreement and to take all appropriate Action required or permitted to be taken by
10 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
11 documents required to effectuate the terms of this Agreement. The persons signing
12 this Agreement on behalf of Defendant represents and warrants that he/she is
13 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and
14 warrant that they are authorized to sign this Agreement and that he/she has not assigned
15 any claim, or part of a claim, covered by this Settlement to a third-party.
16
17

18 T. No Public Comment: The Parties and their counsel agree that they will not issue any
19 press releases, initiate any contact with the press, respond to any press inquiry, or have
20 any communication with the press about the fact, amount or terms of the Settlement
21 Agreement. Plaintiff's Counsel further agrees not to use the Settlement Agreement or
22 any of its terms for any marketing or promotional purposes. Nothing herein will restrict
23 Plaintiff's Counsel from including publicly available information regarding this
24 settlement in future judicial submissions regarding Plaintiff Counsel's qualifications
25 and experience. Further, Plaintiff Counsel will not include, reference or use the
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1 Settlement Agreement for any marketing or promotional purposes, either before or
2 after the Motion for Settlement Approval is filed.

3
4 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
5 to the benefit of, the successors or assigns of the Parties, as previously defined.

6
7 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
8 shall be governed by and interpreted according to the laws of the State of California.

9
10 W. Counterparts. This Agreement may be executed in one or more counterparts. All
11 executed counterparts and each of them shall be deemed to be one and the same
12 instrument provided that counsel for the Parties to this Agreement shall exchange
13 among themselves copies or originals of the signed counterparts.

14
15 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
16 is a fair, adequate and reasonable settlement of this Action and have arrived at this
17 Settlement after extensive, non-collusive arms-length negotiations, taking into account
18 all relevant factors, present and potential.

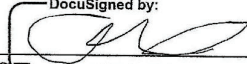
19
20 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
21 respect to the interpretation, implementation and enforcement of the terms of this
22 Agreement and all orders and judgments entered in connection therewith, and the
23 Parties and their counsel submit to the jurisdiction of the Court for purposes of
24 interpreting, implementing and enforcing the settlement and all orders and judgments
25 entered in connection with this Agreement.
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1 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
2 the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this
4 Agreement valid and enforceable.

5
6 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
7 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
8 Defendant claims that the Released PAGA Claims have no merit and do not give rise
9 to liability. This Agreement is a compromise of disputed claims. Nothing contained
10 in this Agreement and no documents referred to and no action taken to carry out this
11 Agreement may be construed or used as an admission by or against the Defendant or
12 Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the claims asserted.
13 Other than as may be specifically set forth herein, each Party shall be responsible for
14 and shall bear its/his own attorneys' fees and costs.
15
16

17 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

18
19 DATED: 1/18/2022

DocuSigned by:

GEORGE WEST-1F32392778E8486...

20
21
22 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

23 DATED: 1/18/2022

24 
SILVERCAR, INC.
25 Jon Zeitler
Printed Name
26 EVP
Title
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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 1/18/2022

JCL LAW FIRM, A.P.C.

By: _____

DocuSigned by:
Jean-Claude Langade
0EBC25D5B9CD469...

Attorneys for the Plaintiffs and the Aggrieved
Employees

DATED: February 2, 2022

HAYNES AND BOONE, LLP

By: _____

M. C. Ford

Attorneys for Defendants